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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

DISH NETWORK L.L.C. and
NAGRASTAR LLC,

Plaintiffs,

v.

ALONZO TRUJILLO,

Defendant.

Case No. _____

PLAINTIFFS' COMPLAINT

Plaintiffs DISH Network L.L.C. ("DISH") and NagraStar LLC ("NagraStar") file this complaint against the above-named Defendant and state as follows:

PARTIES

1. Plaintiff DISH is a Colorado limited liability company with its principal place of business located at 9601 South Meridian Blvd., Englewood, Colorado 80112.

2. Plaintiff NagraStar is a Colorado limited liability company with its principal place of business located at 90 Inverness Circle East, Englewood, Colorado 80112.

3. Defendant Alonzo Trujillo is an individual that resides at 10111 Monks Hood Ct., Las Vegas, NV 89183.

JURISDICTION AND VENUE

4. This action alleges violations of the Digital Millennium Copyright Act, 17 U.S.C. § 1201 *et seq.*, the Federal Communications Act, 47 U.S.C. § 605 *et seq.*, and the Electronic Communications Privacy Act, 18 U.S.C. § 2511 *et seq.* Subject matter jurisdiction is proper in this Court pursuant to 28 U.S.C. §§ 1331 and 1338.

5. Defendant resides in and regularly conducts business in the State of Nevada, and therefore is subject to this Court's personal jurisdiction.

6. Venue is proper in this Court under 28 U.S.C. § 1391(b)(1) because Defendant resides in this judicial district, § 1391(b)(2) because a substantial part of the events giving rise to DISH and NagraStar's claims occurred in this district, and § 1391(b)(3) because Defendant is subject to personal jurisdiction in this district. Venue is also proper in this Court under 28 U.S.C. § 1400(a) because this case asserts claims relating to the protection of copyrighted works.

NATURE OF THE ACTION¹

7. Defendant has been circumventing DISH and NagraStar's security system and receiving DISH's satellite broadcasts of copyrighted television programming without payment of the required subscription fee. Defendant accomplished this in part by subscribing to a pirate television service known as NFusion Private Server ("NFPS"). Through NFPS, Defendant illegally obtained NagraStar's control words or "keys," which he then used to decrypt DISH's satellite signal and view DISH programming without authorization. Defendant's acts violate the Digital Millennium Copyright Act, Federal Communications Act, and the Electronic Communications Privacy Act, as set forth below.

DISH NETWORK SATELLITE TELEVISION PROGRAMMING

8. DISH is a multi-channel video provider that delivers video, audio, and data services to approximately 14 million customers throughout the United States, Puerto Rico, and the U.S. Virgin Islands via a direct broadcast satellite system.

9. DISH uses high-powered satellites to broadcast, among other things, movies, sports, and general entertainment services to consumers who have been authorized to receive such services after payment of a subscription fee, or in the case of a pay-per-view movie or event, the purchase price.

...

¹ The allegations made by DISH and NagraStar concerning the whereabouts and wrongful conduct of Defendant are based on the investigation completed to date, and with the reasonable belief that further investigation and discovery in this action will lead to additional factual support. DISH and NagraStar reserve the right to supplement or amend its claims and the basis for those claims, with leave of court if necessary, as additional investigation and discovery is conducted.

1 10. DISH contracts for and purchases the distribution rights for most of the
2 programming broadcast on the DISH platform from providers such as network affiliates, motion
3 picture distributors, pay and specialty broadcasters, cable networks, sports leagues, and other
4 holders of programming rights.

5 11. The works broadcast by DISH are copyrighted. DISH and NagraStar have the
6 authority of the copyright holders to protect the works from unauthorized reception and viewing.

7 12. DISH programming is digitized, compressed, and scrambled prior to being
8 transmitted to multiple satellites located in geo-synchronous orbit above Earth. The satellites,
9 which have relatively fixed footprints covering the United States and parts of Canada, Mexico,
10 and the Caribbean, relay the encrypted signal back to Earth where it can be received by DISH
11 subscribers that have the necessary equipment.

12 13. A DISH satellite television system consists of a compatible dish antenna, receiver,
13 smart card which in some instances is internalized in the receiver, television, and cabling to
14 connect the components. DISH provides receivers, dish antenna, and other digital equipment for
15 the DISH system. Smart cards and other proprietary security technologies that form a conditional
16 access system are supplied by NagraStar.

17 14. Each DISH receiver and NagraStar smart card is assigned a unique serial number
18 that is used by DISH when activating the equipment and to ensure the equipment only decrypts
19 programming the customer is authorized to receive as part of his subscription package and pay-
20 per-view purchases.

21 15. The NagraStar conditional access system performs two interrelated functions in
22 the ordinary course of its operation: first, subscriber rights management, which allows DISH to
23 “turn on” and “turn off” programming a customer has ordered, cancelled, or changed; and second,
24 protection of the NagraStar control words that descramble DISH’s satellite signal, which in turn
25 prevents unauthorized decryption of DISH programming.

26 16. An integral part of NagraStar’s conditional access system is a smart card having a
27 secure embedded microprocessor. The DISH receiver processes an incoming DISH satellite
28 signal by locating an encrypted part of the transmission known as the NagraStar entitlement

1 control message and forwards it to the smart card. Provided the subscriber is tuned to a channel
2 he is authorized to watch, the smart card uses its decryption keys to unlock the message,
3 uncovering a NagraStar control word. The control word is then transmitted back to the receiver
4 to decrypt the DISH satellite signal.

5 17. Together, the DISH receiver and NagraStar smart card convert DISH's encrypted
6 satellite signal into viewable programming that can be displayed on the attached television of an
7 authorized DISH subscriber.

8 **PIRACY OF DISH NETWORK PROGRAMMING**

9 18. The term "piracy" (or signal theft) is used throughout the pay-tv industry to refer
10 to the circumvention of security technology protecting a pay-tv signal and/or the unauthorized
11 reception, decryption, or viewing of a pay-tv signal. A form of satellite piracy exists that goes by
12 several names including "control word sharing," "Internet key sharing," or more simply "IKS."

13 19. With IKS, once piracy software is loaded onto an unauthorized receiver, the end
14 user connects the receiver to the Internet via a built-in Ethernet port or an add-on dongle. The
15 Internet connection automatically updates piracy software on the receiver and contacts a
16 computer server that provides the necessary NagraStar control words.

17 20. The computer server, called an "IKS server," has multiple, subscribed NagraStar
18 smart cards connected to it, and thus the ability to provide the control words. Access to an IKS
19 server typically requires a valid passcode. Once access has been obtained, control words are sent
20 from the IKS server over the Internet to an unauthorized receiver, where they are used to decrypt
21 DISH's signal and view programming without paying a subscription fee.

22 **DEFENDANT'S WRONGFUL CONDUCT**

23 21. NFPS is a subscription-based IKS service, whereby members purchase a
24 subscription to the IKS service to obtain the control words that are used to circumvent the DISH
25 and NagraStar security system and receive DISH's satellite broadcasts of television programming
26 without authorization.

27 22. Digital TV is a Dominican Republic company that sold subscriptions to NFPS.
28 Digital TV provided DISH with copies of their business records pertaining to Defendant. Digital

1 TV's records show that Defendant purchased multiple subscriptions to NFPS within the statute of
2 limitations for each claim that DISH and NagraStar are bringing against Defendant. Each NFPS
3 subscription that Defendant purchased is believed to have been valid for a one year period of
4 time.

5 23. Defendant accessed the NFPS service by using an unauthorized receiver loaded
6 with piracy software. Each time Defendant tuned his unauthorized receiver to an encrypted DISH
7 channel, the receiver requested the NagraStar control word for that particular channel from the
8 NFPS server. The NFPS server returned the control word to Defendant. Defendant used the
9 control word to decrypt DISH and NagraStar's satellite signal and view DISH programming
10 without having to purchase a subscription.

11 24. Defendant's actions cause actual and imminent irreparable harm for which there is
12 no adequate remedy at law. Through IKS piracy, Defendant enjoys unlimited access to DISH
13 programming, including premium and pay-per-view channels, causing lost revenues that cannot
14 be fully calculated. In addition, Defendant's actions damage the business reputations and
15 goodwill of DISH and NagraStar, and result in the need for costly and continuous security
16 updates, investigations, and legal actions aimed at stopping satellite piracy.

17 **CLAIMS FOR RELIEF**

18 **COUNT I**

19 **Circumventing An Access Control Measure In Violation Of The Digital Millennium**

20 **Copyright Act, 17 U.S.C. § 1201(a)(1)**

21 25. DISH and NagraStar repeat and reallege the allegations in paragraphs 1-24.

22 26. Defendant has been circumventing the DISH security system in violation of 17
23 U.S.C. § 1201(a)(1) by the acts set forth above, including their receipt of NagraStar's control
24 words from NFPS, and his use of those pirated control words to decrypt DISH's satellite
25 transmissions of television programming.

26 27. The DISH and NagraStar security system is a technological measure that
27 effectively controls access to, copying, and distribution of copyrighted works. Defendant's
28 actions that constitute violations of 17 U.S.C. § 1201(a)(1) were performed without the

1 permission, consent, or authorization of DISH, NagraStar, or any owner of copyrighted
2 programming broadcast on the DISH platform.

3 28. Defendant violated 17 U.S.C. § 1201(a)(1) willfully and for the purpose of
4 commercial advantage or private financial gain.

5 29. Defendant knew or should have known his actions were illegal and prohibited.
6 Such violations have and will continue to cause damage to DISH and NagraStar in an amount to
7 be proven at trial. Unless restrained and enjoined by the Court, Defendant will continue to violate
8 17 U.S.C. § 1201(a)(1).

9 **COUNT II**

10 **Receiving Satellite Signals Without Authorization in Violation of the**

11 **Federal Communications Act, 47 U.S.C. § 605(a)**

12 30. DISH and NagraStar repeat and reallege the allegations in paragraphs 1-24.

13 31. Through NFPS, Defendant has been receiving NagraStar's control words and
14 DISH's satellite transmissions of television programming for their own benefit and without
15 authorization in violation of 47 U.S.C. § 605(a).

16 32. Defendant violated 47 U.S.C. § 605(a) willfully and for purposes of commercial
17 advantage or private financial gain.

18 33. Defendant knew or should have known his actions were illegal and prohibited.
19 Such violations have and will continue to cause damage to DISH and NagraStar in an amount to
20 be proven at trial. Unless restrained and enjoined by the Court, Defendant will continue to violate
21 47 U.S.C. § 605(a).

22 **COUNT III**

23 **Intercepting Satellite Signals in Violation of the Electronic Communications**

24 **Privacy Act, 18 U.S.C. §§ 2511(1)(a) and 2520**

25 34. DISH and NagraStar repeat and reallege the allegations in paragraphs 1-24.

26 35. Through NFPS, Defendant has been intercepting NagraStar's control words and
27 DISH's satellite transmissions of television programming in violation of 18 U.S.C. §§ 2511(1)(a)
28 and 2520.

1 E. Award DISH and NagraStar the greater of its actual damages together with any
2 profits made by Defendant that are attributable to the violations alleged herein, or statutory
3 damages in the amount of \$100 per day for each violation of 18 U.S.C. §§ 2511(1)(a) or \$10,000,
4 pursuant to 18 U.S.C. § 2520(c)(2);

5 F. Award DISH and NagraStar punitive damages pursuant to 18 U.S.C. § 2520(b)(2);

6 G. For an award of DISH and NagraStar's costs, attorneys' fees, and investigative
7 expenses under 17 U.S.C. § 1203(b)(4)-(5), 47 U.S.C. § 605(e)(3)(B)(iii), and 18 U.S.C. §
8 2520(b)(3);

9 H. For pre and post-judgment interest on all damages, from the earliest date permitted
10 by law at the maximum rate permitted by law; and

11 I. For such additional relief as the Court deems just and equitable.

12 Dated: January 2, 2019

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